

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: CV 2023 08 1686
)	
)	
Plaintiff,)	Judge: Spaeth
v.)	
)	
BENNY R. BRYANT, <i>et al.</i> ,)	CONSENT JUDGMENT AND
)	AGREED FINAL ENTRY
)	AND ORDER
Defendants.)	(Final Appealable Order)
)	

This matter came upon the filing of a Complaint on August 22, 2023, by Plaintiff, the State of Ohio, charging Defendants Benny R. Bryant and B.R. Bryant Custom Homes, LLC (collectively "Defendants") with violations of the Home Construction Service Suppliers Act ("HCSSA"), R.C. 4722.01 *et seq.*

Plaintiff and Defendants have agreed to settle and resolve all matters alleged in the Complaint. By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), Defendants waive any claims they have or may have regarding service of process of the summons and Complaint, and/or any defects therein, submit to the personal jurisdiction of this Court, and consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), and to the rights of Plaintiff to enforce this Consent Judgment.

FINDING OF FACTS

1. Defendant Benny R. Bryant ("Bryant") is a natural person residing at 7140 Hetzler Rd., Middletown, OH 45042.

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CONSUMER PROTECTION SECTION
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2. Defendant B.R. Bryant Custom Homes, LLC ("Bryant Homes") is a limited liability company registered with the Ohio Secretary of State on November 1, 2003. Defendant Bryant signed the Registration as the Company's authorized representative. Timothy Tipton is listed as the Statutory Agent.
3. Defendants' business operated out of Defendant Bryant's home at 7140 Hetzler Rd., Middletown, Ohio 45042.
4. Defendants contracted with consumers to build custom-built homes, pole barns, and other residential buildings, the cost of which contracts exceeded \$25,000.
5. Consumers financed the cost of their contracts with Defendants in various ways, including obtaining loans from banks.
6. For some parts of the home construction contracts, Defendants included an "allowance" which is an estimated amount used when the exact cost is unknown.
7. Defendants did not include certain information required by law in their home construction contracts, including, but not limited to, Defendants' phone number and taxpayer identification number, the anticipated start and completion dates, and a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.
8. Defendants required consumers to pay, and Defendants accepted, down payments for home improvement and repair services.
9. After receiving payment, Defendants began work on constructing consumers' residential buildings, but thereafter abandoned the worksites and failed to complete the work.
10. Defendants failed to provide refunds to consumers within a reasonable time for goods and services they were paid for, but did not provide.

11. Defendants' failure to perform home construction services in a proper manner has resulted in harm to consumers.
12. In at least one instance, Defendants did not use the full allowance for completion of part of the contract and did not return the unused amount to the consumer.
13. Defendants failed to reimburse consumers, per agreement, for certain costs that were paid up-front by consumers, including but not limited to, a septic survey, a water tap-in fee, permits, and cabinets and countertops.
14. Defendants failed to pay subcontractors, resulting in consumers having to pay subcontractors for work that was already paid for.
15. In some instances, because Defendants failed to pay the subcontractors, subcontractors have placed liens on consumers' homes.
16. In at least one instance, Defendant Bryant signed an affidavit stating that subcontractors had been paid when, in fact, the subcontractors had not been paid.
17. On November 14, 2023, Defendant Bryant filed an individual voluntary Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Southern District of Ohio, case number 23-12224. ("Bankruptcy Case"). On May 22, 2024, Defendant Bryant received a discharge pursuant to 11 U.S.C. § 727.
18. Consumers claim refunds or damages against Defendants, in the following amounts:
 - a. David Furlong \$101,005.92
 - b. Ronald Hess \$53,954.50
 - c. Amanda Zehring \$77,559.32

19. Consumers receiving notice in the Bankruptcy Case had the opportunity to file a Proof of Claim or otherwise pursue their individual monetary claims in the Bankruptcy Case.
20. The consumer names, addresses, transaction dates and amounts claimed, as identified in Paragraph 18, total Two Hundred Thirty Two Thousand Five Hundred Nineteen and Seventy-Four Cents (\$232,519.74) and are included herein as a means of calculating the agreed upon amount of consumer damages as to Defendant Bryant Custom Homes only.
21. As a result of Defendant Bryant's bankruptcy discharge in the Bankruptcy Case, Plaintiff is not pursuing payment of consumer damages from Defendant Bryant.

CONCLUSIONS OF LAW

22. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 109.16.
23. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (3) and (6) in that Butler County is the county where Defendants reside, conducted activity that gave rise to the claims for relief, and in which all or part of the claim for relief arose.
24. Despite Defendant Bryant's bankruptcy discharge, Plaintiff is entitled to continue with these proceedings and enter into this Consent Judgment pursuant to Plaintiff's police and regulatory powers.
25. Civil penalties assessed for violations of the HCSSA are in the nature of a fine, penalty, or forfeiture payable to and for a government unit, and pursuant to 11 U.S.C. § 523(A)(7), are excepted from Defendant Bryant's bankruptcy discharge.
26. Defendants are "home construction service suppliers" engaged in "home construction services" because Defendants contracted with owners to construct a "residential building" for compensation as those terms are defined in the HCSSA, R.C. 4722.01(B), (D) and (F).

27. Defendant Bryant at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Bryant Homes causing, personally participating in, or ratifying the acts and practices of Defendant Bryant Homes, including the conduct giving rise to the violations described herein.
28. Defendants violated the HCSSA, R.C. 4722.02, by entering into home construction services contracts with owners, and not including all of the required information in the contracts, such as Defendants' phone number and taxpayer identification number, the anticipated start and completion dates, and a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.
29. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(f), by failing to provide a refund within a reasonable time for goods or services that were not delivered in accordance with the terms and conditions of the contract and for which the supplier has received payment.
30. Defendants violated the HCSSA, R.C. 4722.03(A)(8), by intentionally misrepresenting aspects of the transaction.

ORDER

- A. The Court hereby DECLARES that the acts and practices described above violate the HCSSA, R.C. 4722.01 *et seq.*
- B. Defendants, under their names, or by any other names, as well as any officers, agents, representatives, salespersons, employees, successors, assigns, and all persons acting in concert or participation with Defendants, directly or indirectly, are PERMANENTLY ENJOINED from further violating the HCSSA, R.C. 4722.01 *et seq.*

- C. Defendant Bryant Homes is ORDERED to pay consumer damages in the total amount of \$232,519.74 to the Consumer Protection Section of the Ohio Attorney General's Office, to be deposited into the Consumer Protection Section's holding account for distribution to consumers. The consumer damages amount is immediately due and payable.
- D. Pursuant to R.C. 1345.07(A) and (D), Defendants are jointly and severally liable for, and ORDERED to pay, a civil penalty to the Ohio Attorney General's Office in the total amount of \$25,000.00, to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to the Butler County Treasurer, per R.C. 1345.07(G). The civil penalty shall be paid at the rate of \$400.00 per month for 62 months, beginning on September 1, 2025, and continuing by the first day of each subsequent month until paid in full, with a final and 63rd payment of \$200.00 due on or before November 1, 2030.
- E. Defendants shall not engage in business as a home construction Supplier, or home improvement Supplier, in any consumer transaction in Ohio for three years from the filing date of this Consent Judgment at the earliest, and not until such time as Defendants have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- F. Unless otherwise directed by Plaintiff, all payments shall be made to the Ohio Attorney General's Office via certified check or money order, made payable to the "Ohio Attorney General's Office" and delivered to:

**Finance Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

- G. It is further ORDERED that if Defendants fail to make any payment due in accordance with the payment schedule set forth in Paragraph D above, all remaining payments, including the balance of the full civil penalty amount of \$25,000.00, shall immediately become due and payable.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the acceleration in Paragraph F above of the civil penalty payment amount, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should this occur, the Collections Enforcement Section will assess additional collection costs and interest on the unpaid balance pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.
- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, the Defendants shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- K. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of this Consent Judgment, under any authority granted to the Ohio Attorney General. This

Consent Judgment resolves only the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.

- L. Defendants shall not represent, directly or indirectly or in any way whatsoever, that the Court or the Plaintiff has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
- M. Defendants shall be prohibited from engaging in consumer transactions as a supplier in the State of Ohio if they are not in compliance with all the applicable provisions of this Consent Judgment, including, but not limited to, those with monetary payment obligations.
- N. Defendants shall pay all court costs associated with this matter.
- O. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.



JUDGE KEITH M. SPAETH

APPROVED AND AGREED TO BY:

DAVE YOST
Ohio Attorney General

/s/ Brandon C. Duck

8.14.2025

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Phone: (614) 466-1031
Brandon.Duck@OhioAGO.gov

Date

/s/ Benny R. Bryant, per written authorization
by Brandon C. Duck

8.14.2025

Benny R. Bryant,
Individually and dba B.R. Bryant Custom Homes, LLC

Date

/s/ Benny R. Bryant, per written authorization
by Brandon C. Duck

8.14.2025

Benny R. Bryant
B.R. Bryant Custom Homes, LLC

Date

COUNSEL FOR DEFENDANTS

/s/ Jesse Clark, per written authorization,
by Brandon C. Duck

8.14.2025

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